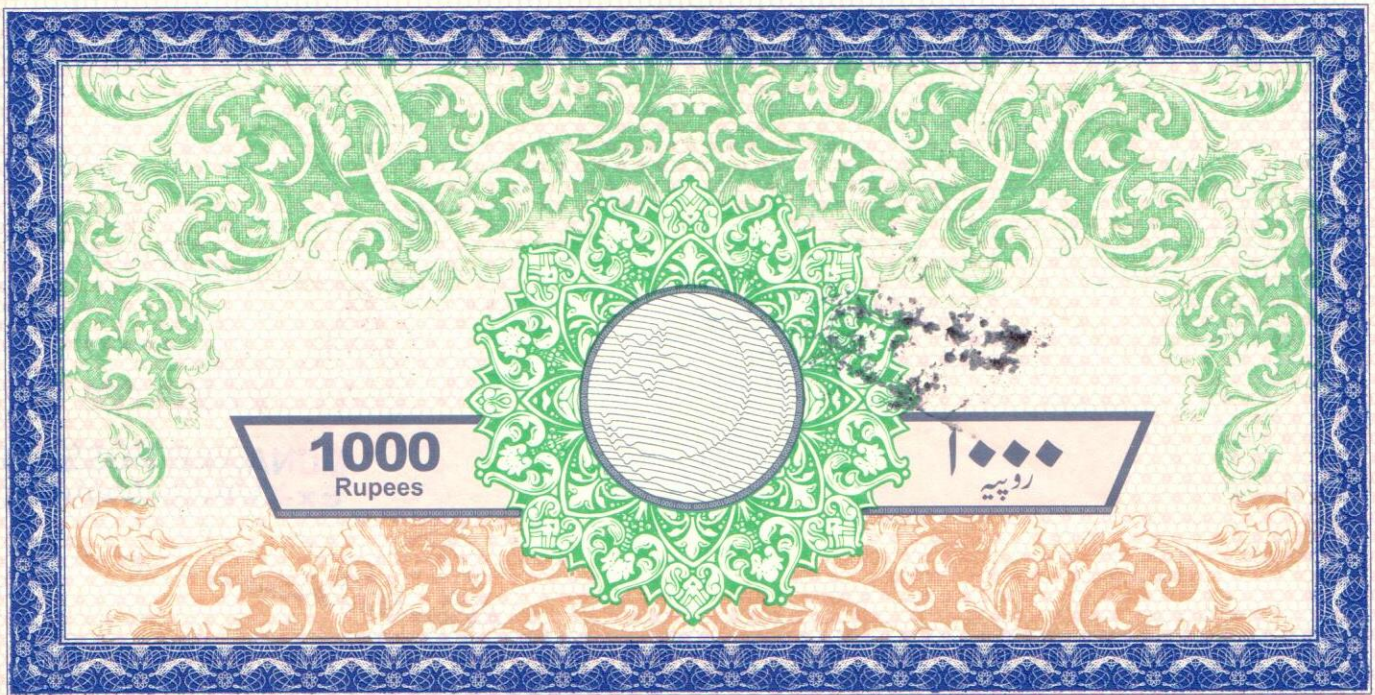


730473



SAJAD ULLAH STAMP VENDOR
 Shop No.02, Syed Village Malir Karach.
 Lic. No. 157
 S.NO. **041134**
 DATE

07 MAR 2019

ALI M. Zardari
 Advocate

RUPEES ONE THOUSAND ONLY



ISSUED TO WITH ADDRESS
 THROUGH WITH ADDRESS
 PURPOSE
 VALUE RS.
 STAMP VENDOR'S SIGNATURE
 Not for Use Free Will & Divorce Dood
 Vendor Not Responsible Any Fake Document

AGREEMENT Supply of Multimedia Projector

THIS AGREEMENT is executed at KARACHI, on this day March...14..., 2019.

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. Imran Batada (Director ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) of the FIRST PART.

AND

M/s Nedo Corporation, having its office at # 05-06, Ground Floor, Business Arcade, Block # 6, P.E.C.H.S Main Shahr-e-Faisal, Karachi, hereinafter referred to as "SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its divisional head Mr. Nawaid Nisar, holding CNIC No. 4220158265919 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide & Supply of Multimedia Projector vide tender # IT/23/18-19 for the Provide & Supply of Multimedia Projector (IBA requirement) discussions in respect of the same before the determination of scope of supply will be held with "IBA" as "Provide & Supply of Multimedia Projector" and "THE SUPPLIER" have offered to render all kind of Provide & Supply of Multimedia Projector (including but not limited to the "Provide & Supply of Multimedia Projector" of the proposed supply up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Multimedia Projector Make Hitachi-Maxell Model CP-X3542WN" discussions in respect of the same with "IBA" before the determination of Scope of Supply of Multimedia Projector Make Hitachi-Maxell Model CP-X3542WN with any/all other relevant details to "IBA" for Multimedia Projector Make Hitachi-Maxell Model CP-X3542WN. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I: DUTIES & SCOPE OF SUPPLIES AND AGREEMENT

- 1.1 This Agreement includes, "Multimedia Projector Make Hitachi-Maxell Model CP-X3542WN", discussions with "IBA" before the determination of scope of supply with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

(Handwritten signature)

C929490



MUHAMMAD FAISAL KHAN STAMP VENDOR
Licence No. 124, Shop No. S-7, Maymar Tower
Gulshan-e-Maymar Karachi

S.NQ. 63347

DATE 12 MAR 2019

ISSUED TO WITH ADDRESS Muhammad Yaqoob
THROUGH WITH ADDRESS Advocate

PURPOSE

NOT FOR USED BANK GUARANTY WOULD FORCE

FOR NOT RESPONSIBLE ANYONE DURING

(RUPEES TWO HUNDRE)



- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Supply of Multimedia Projector to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate with Sr. Manager Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Supply of Multimedia Projector.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by "THE SUPPLIER".

Article II SCOPE OF PROFESSIONAL SUPPLIES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of Supply of Multimedia Projector in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery on or before March 22, 2019.
- 2.5 The "Supplier" is committed to provide three (3) years' comprehensive onsite warranty (Manufacturer) with parts and free services from the date of delivery.

223332



ABUL KALAM SHAHID STAMP VENDOR
 Licence No. 123, Shop No. 16, Karim Plaza,
 G-14, Near Civic Centre Karachi
 S. NO. **068787**
 DATE **13 MAR 2019**
 ISSUED TO WITH ADDRESS **S. Wajahat**
 THROUGH WITH ADDRESS **Advocate**
 PURPOSE **A**
 NOT FOR CASH GUARANTEE WILL BE FORGONE
 RETURNED TO POST OFFICE DOCUMENTATION

OFFICE SUPERINTENDENT
 Stamp Office, City Court
 Karachi
(RUPEES FOUR HUNDRED)
13 MAR 2019

Features	Details
Make Hitachi-Maxell Model CP-X3542WN	
Lumens	3,500 lumens (normal) or higher
Display Technology	3LCD
Contrast ratio	16000:1 or higher
Lamp Life	200 W ,5,000 h durability (Normal) or higher
Native Resolution	XGA, 1024 * 768, 4:3 or higher
Resolution (supported)	1600*1200 or higher
Monitor out option	Required
Input	1) HDMI (At least 02) 2) VGA(At least 02) 3) USB (At least 02) or higher
Output	VGA out require
Sound System	16Watt Stereo or higher
Full Function Remote	Require
Key Stone	Auto vertical: $\pm 30^\circ$, Manual horizontal $\pm 30^\circ$ or better
Network Control	Require: Wireless LAN security, Network administration, Network projection, Wireless LAN capable.
Network Interface	RJ-45
Max. Video Input (Supported)	VGA in (2x),
Accessories	VGA Cable, Main Unit, Power Cable, Remote control incl. batteries.
Software Support	Monitor / control / projection
Warranty	Three years comprehensive manufacturer on- site warranty
Installation	On site, free of cost



(Handwritten signature and initials)

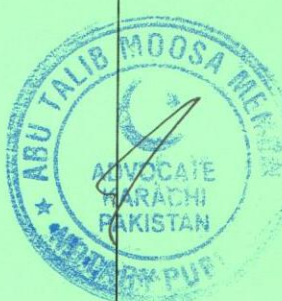
2.6 "THE SUPPLIER", will provide all required/necessary transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # IT/23/18-19.

2.7 THE SUPPLIER will provide Assurance on a Rs.100/- valued stamp paper that the item Multimedia Projector Make Hitachi-Maxell Model CP-X3542WN in required quantity is not smuggled from any country(ies) / source(s) and not refurbished / reconditioned remolded etc.

Article III **REMUNERATION**

3.1 The cost offered by the Supplier is Rs. 468,500.00 (inclusive of all taxes) Multimedia Projector Make Hitachi-Maxell Model CP-X3542WN vide tender # IT/23/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

Specs		Qty	Rate	Amount
Features	Details	5	93,600.00	468,000.00
Make Hitachi-Maxell Model CP-X3542WN				
Lumens	3,500 lumens (normal) or higher			
Display Technology	3LCD			
Contrast ratio	16000:1 or higher			
Lamp Life	200 W ,5,000 h durability (Normal) or higher			
Native Resolution	XGA, 1024 * 768, 4:3 or higher			
Resolution (supported)	1600*1200 or higher			
Monitor out option	Required			
Input	1) HDMI (At least 02) 2) VGA(At least 02) 3) USB (At least 02) or higher			
Output	VGA out require			
Sound System	16Watt Stereo or higher			
Full Function Remote	Require			
Key Stone	Auto vertical: ±30°, Manual horizontal ±30° or better			
Network Control	Require: Wireless LAN security, Network administration, Network projection, Wireless LAN capable.			
Network Interface	RJ-45			
Max. Video Input (Supported)	VGA in (2x),			
Accessories	VGA Cable, Main Unit, Power Cable, Remote control incl. batteries.			
Software Support	Monitor / control / projection			
Warranty	Three years comprehensive manufacturer on- site warranty			
Installation	On site, free of cost			
Total			Rs. 400,000.00	
GST			Rs. 68,000.00	
Grand Total Amount			Rs. 468,000.00	





Provide & Supply of Multimedia Projector vide tender # IT/23/18-19

Page 4 | 7

(Handwritten signature)

- 3.2 Liquidated damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery up to 10% of the total contract value.
- 3.3 Payment will be made after delivery and submission of invoice.
- 3.4 Performance Security 5% of total amount of Purchase Order will be provided by the party.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / purchase order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es)/Challan(s)/Levy(ies), Custom Duty/Excise Duty etc if any or additional will be paid/borne by SUPPLIER as per SRO/Notification.

Article IV:
ARBITRATION

- 4.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA and CEO of the company / firm / agency for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article V:
TERMINATION

- 5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.

Article VI:
INDEMNITY

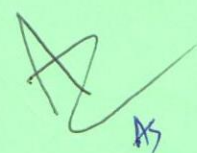
- 6.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

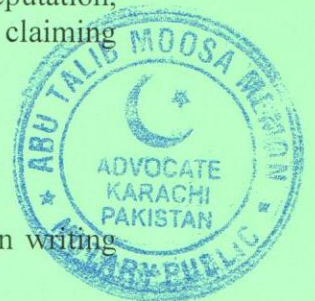
Article VII:
NOTICE

- 7.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article VIII:
INTEGRITY PACT

- 8.1 The intention not to obtain the procurement / purchase of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).

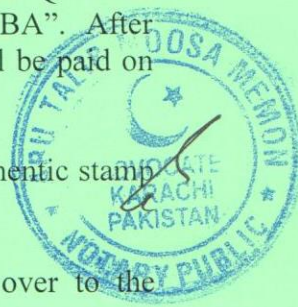




- 8.2 Without limiting the generality of the forgoing the M/s Nedo Corporation, represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 8.3 M/s Nedo Corporation, accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- 8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Nedo Corporation, agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s Nedo Corporation, as aforesaid for the purpose of obtaining or inducing procurement or other obligation or benefit in whatsoever from the IBA.

Article IX:
MISCELLANEOUS

- 9.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the supply in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.
- 9.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 9.3 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 9.4 The validity of the contract will be effective from the date of issue of Purchase Order.
- 9.5 All terms and conditions of tender vide # IT/23/18-19 will be the integral part of this agreement and can't be revoked.



IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

“IBA”

NAME: Imran Batada

CNIC # _____

Address:

Director, ICT Institute of Business
Administration Main Campus
University Road, Karachi

1.

M. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan
CNIC # _____

Address: _____

M/S Nedo Corporation

NAME: Nawaid Nisar Kalia

CNIC # 42201-5826591-9

Address:

05-06, Ground Floor, Business Arcade
Block # 6, P.E.C.H.S. Main Shahrah-e-Faisal
Karachi

2.

CNIC# 42101-1659635-3

Address: 05-06, Business Arcade,
P.E.C.H.S Block-6, Main Shahrah-e-
Faisal, Karachi.

